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THIS BOOK DOES
NOT CIRCULATE

CONTRACT

ENGLEWOOD CLIFFS BOARD OF EDUCATION

AND

ENGLEWOOD CLIFFS EDUCATION ASSOCIATION

SCHOOL YEAR

1971 - 72

TABLE OF CONTENTS

Preamble

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	1
II	Successor Agreement	2
III	Grievance Procedure	2
IV	Teacher Rights	5
V	Association Rights	6
VI	Teachers Work Year	7
VII	Teaching Hours and Teaching Load	7
VIII	Specialists	9
IX	Class Size	9
X	Non-teaching Duties	9
XI	Teacher Employment	10
XII	Salaries	10
XIII	Health and Disability Insurance Benefits	12
XIV	Additional Compensation	12
XV	Teacher Assignments	13
XVI	Voluntary Transfers and Reassignments	13
XVII	Teacher Evaluation and Files	14
XVIII	Teacher Facilities	14
XIX	Teacher Administration Liaison	15
XX	Sick Leave	15
XXI	Temporary Leaves of Absence	15
XXII	Extended Leaves of Absence	16
XXIII	Sabbatical Leaves	17
XXIV	Professional Development and Educational Improvement	18
XXV	Deduction from Salary for Professional Dues	18
XXVI	Miscellaneous Provisions	18
XXVII	Duration of Agreement	19

Schedule A	Teachers' Salaries
B	School Calendar
C	School Hours

PREAMBLE

WITNESSETH:

WHEREAS the Board of Education of Englewood Cliffs, New Jersey, (hereinafter referred to as "Board") and the Englewood Cliffs Education Association (hereinafter referred to as "Association") have, in good faith, negotiated pursuant to Chapter 303, Public Laws 1968, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this agreement, it is hereby

AGREED, as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment under Chapter 303, Public Laws of 1968, for all full time and regular part time certificated personnel whether under contract or on leave employed by the Board including:

Regular and special teachers, librarians, nurses, guidance counselor, teacher aides and resource teachers,

But excluding:

All employees of the Board not mentioned above.

- B. The following Articles of this Agreement shall be applicable to teacher aides: Articles 2, 3, 4, 5, 6, 11, A2, B, C, D, 17, 18C, D, 19, 20, 21A, C, D, 24, 25, 26, and 27. In addition Articles 12 and 13 shall be applicable in the same manner as they were applicable in the 1970-71 agreement. All other articles and sections thereof shall not be applicable.
- C. Unless otherwise indicated, the term "teachers" when used hereafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined and references to male teachers shall include female teachers.

ARTICLE 2

SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968. Such negotiations shall begin not later than October 15th of the calendar year preceding the calendar year in which the agreement expires. Any agreement so negotiated shall apply to all teachers and shall be reduced to writing, and shall be signed by the Board and the Association and be adopted by the Board.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition -

1. A 'grievance' is a claim by a teacher or the association based upon an alleged misinterpretation, misapplication, or violation of this Agreement, or of any Board policy or administrative decisions affecting a teacher or group of teachers. The term 'grievance' and the procedure hereinafter set forth relative thereto, shall not be deemed applicable to the instance of the failure or the refusal of the Board to renew the contract of a non-tenure teacher.
2. An 'aggrieved person' is the person or persons making the claim.
3. A 'party in interest' is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE -

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE -

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

D. Procedure - Individual Grievance Procedure

The Board and the Association agree that each teacher shall be assured that no reprisals of any kind shall be taken by any person by reason of the processing of his grievance. Each individual shall have the right to be represented at all stages of the grievance procedure by a designated representative of the Association or another person of his own choice or by nobody. Provided, however, that he shall not be represented by an attorney until the final step of the grievance procedure and further that he may not be represented by an official representative or an officer of any teacher organization other than the Association. Provided, still further that if the Teacher decides not to be represented by the Association, the Association shall have the right to be present at Levels Two and Three and to state their views with respect to the grievance.

Level One -

A teacher with a grievance shall first discuss it with his principal with the objective of resolving the matter informally. Any grievance must be presented within thirty (30) calendar days after it first comes to the attention of the aggrieved person or person(s) or when he reasonably should have known or else such grievance shall be deemed waived.

Level Two -

If the aggrieved person or persons is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Superintendent's office within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

Level Three -- Arbitrable Grievances

(a) If the grievance is arbitrable--pertains to an alleged misinterpretation, misapplication or violation of this Agreement--and the aggrieved person or persons are not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to advisory arbitration. If the Association determines that the grievance has merit, it may submit the grievance to advisory arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person.

(b) The parties within thirty (30) days of the signing of this Agreement shall meet and select a panel of five advisory arbitrators. Said advisory arbitrators shall be citizens of Englewood Cliffs. Upon selection of the panel of five advisory arbitrators and their acceptance thereto, the parties shall insert their names by alphabetical order on this Agreement. Said individual advisory arbitrators shall serve in turn. Provided, however, that if an advisory arbitrator refuses to serve or is unavailable upon his turn, the next advisory arbitrator shall be used and the first shall go to the end of the panel list. Provided further that no advisory arbitrator shall have more than one unresolved arbitrable grievance before him at any time.

(c) The advisory arbitrator, upon his turn to hear an arbitrable grievance, shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The advisory arbitrator's opinion shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted and cannot be on a default hearing. The opinion of the advisory arbitrator shall be of an advisory nature and shall not be binding upon either party. Any costs arising out of advisory arbitration shall be borne equally between parties.

Level Three - Non-arbitrable Grievances

(a) If the grievance is non-arbitrable--pertains to an alleged misinterpretation, misapplication or violation of any Board policy or administrative decisions--and the aggrieved person or persons is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof shall review the grievance, hold a hearing with the employee, if requested, at a time set by the Board and render a decision in writing within thirty (30) school days from the time of the hearing or, if no hearing, thirty (30) school days from the time the Board received the grievance.

E. MISCELLANEOUS -

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and appropriately distributed so as to facilitate operation of the grievance procedure.

2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

3. During the pendency of a grievance, the aggrieved party shall continue performing his professional duties under the directions of the Superintendent and administrators until such grievance is finally determined.

4. Any teacher who is suspended shall be reinstated with retroactive pay unless within seven (7) school days formal charges are brought.

5. Year-end Grievances -- In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE 4

TEACHER RIGHTS

- A. Every teacher shall have the right to join and support or refrain from joining or supporting any organization for the purpose of engaging in collective negotiations.
- B. The Association agrees to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, national origin, sex or marital status and to represent equally all teachers without regard to membership or participation in or association with activities of any employee organization.
- C. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, national origin, sex, marital status or membership or participation in, or association with, the activities of any employee organization.
- D. No teacher shall be prohibited from wearing pins or other reasonable identification of membership in the Association.
- E. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview provided that if such person is an attorney the Board shall receive three days' notice.

- F.
 - 1. Any question of a critical nature or criticism by a supervisor, administrator, or Board member of teachers as individuals and their instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.
 - 2. Any question of a critical nature or criticism by a member of the bargaining unit or agent of an administrator, supervisor, or Board members as individuals shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- G. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey Laws, regulations, or other applicable laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- H. No grade given by a teacher shall be changed without prior conferences being held between the teacher and the parent of the child involved and also the teacher and his or her principal.

ARTICLE 5

ASSOCIATION RIGHTS

- A. Representatives of the Association shall be permitted to transact its business on school property at reasonable times, provided that the principal is notified and that this shall not interfere with or interrupt normal school operations.
- B. Representatives of the Association shall be permitted to use school buildings at reasonable after-school hours for meetings. Prior approval of such meetings shall be obtained from the principal of the school. Such approval shall not be unreasonably withheld.
- C. The Association shall have the right to use school mail boxes for mass distribution of material. The principal shall be notified at the time of the mass distribution of such material and shall receive copies of all material so distributed. The placing of such material shall be the responsibility of the Association.
- D. The Association shall have its own bulletin board in each school for the posting of its material and this bulletin board shall be placed wherever possible in the teacher's lounge.
- E. The Board agrees to make available to the Association all public information.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representatives of the teachers, and to no other organizations.

ARTICLE 6

TEACHERS WORK YEAR

- A. The in-school work year for teachers employed on a ten-month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed 183 days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days for which teacher attendance is required.
- B. The school calendar shall be established each year for the term of this agreement. The Association shall have the right to submit its recommendations with respect to the school calendar to the Superintendent, with copy to the Board, no later than March 15th. The Board in establishing a school calendar shall give full consideration to the Association's recommendations.
- C. The school calendar for 1971-72 shall be set forth in Schedule B. Changes in the school calendar shall be made only after consultation with the Association. The Board in establishing changes shall give full consideration to the Association's recommendations.

ARTICLE 7

TEACHING HOURS AND TEACHING LOAD

- A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by a check mark in the appropriate column of the faculty "sign-in" roster.
2. The arrival and departure time for all students shall be designated in Schedule C, however, the total in-school workday shall consist of not more than seven (7) hours for teachers which shall include a duty-free lunch period as guaranteed to teachers under Section C of this Article. Provided, however, that the building principal shall have the right to establish for emergency purposes a back-up lunch period schedule for teachers. To provide for greater consistency in the lunch room program, the training of aides shall be the responsibility of the building principal who in the exercise of such responsibility may require the assistance of teachers.
3. Teachers not scheduled for back-up duty may leave their assigned building during their duty-free lunch periods after signing out without requesting permission. Teachers so leaving must on their return sign in.

4. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupil's school day, and shall be permitted, unless otherwise provided, to leave ten (10) minutes after the close of the pupil's school day as set forth in Schedule C.

B. 1. Unless not feasible, the daily teaching load in all grades should not exceed five (5) hours of pupil contact per day. Assignments to a supervised study period or non-compensated extra curricular activity during the school hours shall be considered a teaching period for the purpose of this Article.

2. Resource teachers shall be assigned a reduced teaching load and shall be excused from regular study hall duties and homeroom assignments. A student instruction-supervision period means any period during which a teacher is responsible for directing the learning or supervising the behavior of students.

3. Seventh and Eighth grade teachers shall not normally be required to teach more than two (2) subject areas, nor more than a total of two (2) teaching preparations. Should it become necessary to teach more than two (2) subject areas or have more than two (2) teaching preparations, every effort shall be made to limit the teaching load to not more than five (5) periods of pupil contact.

4. The Board and the Association recognize that the teacher is most effective when not required to change subject area teaching stations. Every attempt shall be made to minimize the number of teaching station changes for all teachers.

C. 1. Building-based teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending building faculty meetings. Such meetings, except when situations arise which require additional faculty attention, should not number more than two (2) each month and should not exceed one and a quarter hours in duration. Meetings should begin no later than ten (10) minutes after student dismissal.

2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which attendance is not required at school.

3. Other than scheduled parent-teacher conferences, teachers may be required to attend no more than three (3) evening assignments or meetings each school year such as Back to School Night. Teachers are strongly urged to attend all evening meetings which are related to their professional responsibilities.

4. In the event the Superintendent holds afternoon teacher workshops, student dismissal shall be no later than 12:45. Sessions shall begin at 1:45 and terminate no later than 4:00. The Teacher-Administration Liaison Committee shall make recommendations regarding the Scope of said workshops.

- D. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period will not be encouraged. The Board agrees to maintain at all times an adequate list of substitute teachers who shall be provided with appropriate orientation and training to help them instruct the classes they cover.
- E. Teaching participation in extra-curricular activities which extend beyond the regularly scheduled in-school work day shall be voluntary.

ARTICLE 8

SPECIALISTS

The Board and the Association recognize that the operation of an effective educational program includes the teaching of special subjects such as Art, Music, Physical Education, Reading, and Foreign Language, and the offering of special services in fields such as Guidance, Health, Library, Speech, Special Education, and Psychology, all requiring the use of specially trained personnel.

ARTICLE 9

CLASS SIZE

The Board and the Association recognize that class size has an impact on the learning experiences of children. They shall endeavor insofar as possible to maintain class sizes which are conducive to improving the educational experience and which are consistent with recommendations of the State Department of Education.

ARTICLE 10

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that the teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized in that direction. The Board and the Association recognize that teacher aides are useful and necessary to implement this principle.
- B. The Board shall employ full time aides to assist in instruction under the Supervision of a qualified teacher and to perform non-teaching duties for the teacher.

- C. The salary rate for teacher aides shall be at one-half the appropriate step on the teacher's salary guide.
- D. Teachers shall not be required to drive students.

ARTICLE 11

TEACHER EMPLOYMENT

- A.
 - 1. The Board agrees that in the event it hires teachers holding provisional certificates issued by the New Jersey State Board of Examiners for teaching assignment, it will condition continued employment after initial hiring on the teacher's obtaining a standard certificate from the New Jersey State Board of Examiners.
 - 2. The Superintendent, upon employment of new teachers, shall notify the Association President in writing of the names and addresses of said new teachers.
- B.
 - 1. Each teacher shall be placed on his proper step of the salary schedule in accordance with Paragraph Two below. Any teacher employed prior to February 1st of any school year shall be given full credit for one year of service toward the next increment step for the following year.
 - 2. Full credit on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited public school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by Selective Service System shall be given upon initial employment. Credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work, or time spent on a Fulbright Scholarship may be given upon initial employment.
- C. Previously accumulated unused sick leave days in this district shall be restored to all returning teachers.
- D. Teachers who have been employed from the previous September shall be notified of their contract and salary status for the ensuing year no later than April 15th.

ARTICLE 12

SALARIES

The salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

- A. Salary Schedule - The salaries of all teachers covered by this agreement are set forth in the Salary Schedule for 1971-72 which is attached hereto and made a part thereof; except that, in determining a teacher's salary for any year, the Guide increment is not strictly automatic and may be withheld for cause by the Board on recommendation of the Superintendent.
- B. Method of Payment -
1. Teachers employed on a ten-month basis shall be paid in twenty equal semi-monthly installments.
 2. Teachers may individually elect to have a dollar portion of their monthly salary deducted from their pay and deposited in a savings account in their name.
 3. Teachers shall receive their final checks on the last working day of the school year.
- C. Salary for Resource Teachers:
The extra responsibilities of resource teachers are recognized through extra pay which will be provided according to the Following:
- Resource Teachers' stipend shall be three per cent (3%) of step-on-guide the first year, with a one-half per cent ($\frac{1}{2}\%$) increment each year up to six increments for a total of six per cent (6%) of the current salary step of the resource teacher.
- D. NJEA Convention Stipend
The Board shall pay a \$20.00 daily stipend to staff members who attend the annual NJEA convention in Atlantic City.
- E. Tuition Refunds, Graduate Study
One of the professional benefits offered by this district is the subsidizing of $\frac{1}{2}$ of the costs of tuition for graduate study. It is important that the following procedures be followed by any teacher applying for a tuition refund:
- At the time of registration for a graduate course, submit to the Central office, in duplicate, the form, Tuition Stipend--Advance Course Approval. This form will be approved by the Superintendent and one copy returned to the teacher.
- Upon completion of the course, the teacher will present to the Central Office a School District Voucher listing the course(s) and the amount of money to be refunded, a bill from the institution which verifies the cost of the course(s), and a transcript which testifies to the successful completion of the course(s). Such refunds are available only for those courses which are beyond the Under-graduate level and which are in excess of the course work needed for Certification.

ARTICLE 13

HEALTH AND DISABILITY INSURANCE BENEFITS

- A. The Board shall assume full payment of premiums for teachers in the State Health Insurance Plan; Blue Cross, Blue Shield and Major Medical Protection.
- B. The Board shall pay one hundred percent (100%) of the premium costs for family membership in the State Health Insurance Plan.
- C. The Board shall reimburse teachers to \$20.00 for the cost of the mandatory bi-annual medical examination. In addition, the following optional tests will be reimbursed on these amounts:

Complete Blood Count	\$10.00
Battery of 12 Chemistry Tests	\$22.00
Pap Smear	\$10.00
- D. The Board shall pay the full cost of premiums for income insurance protection as now in force with benefits of

Two-thirds of salary from termination of sick leave benefits or after thirty days, whichever occurs later, for (1) accident disability to age 65, and (2) illness disability to age 65.
- E. The Board shall make available to each teacher copies of the health care insurance booklets as provided by the covering companies.

ARTICLE 14

ADDITIONAL COMPENSATION

- A. Salaries: All regular camp and trip staff members from the faculty shall receive an additional thirty dollars per day when performing such activities in recognition of the added supervisory responsibility entailed in these special activities.
- B. Directors' Salaries: The Directors shall receive the additional salary plus one hundred and seventy five dollars for their services in planning, coordinating, and directing these activities.
- C. Outdoor Education: Each member of the outdoor education staff shall be reimbursed in the amount of ten dollars toward costs of cleaning and repairing personal belongings.
- D. The Board of Education shall supply for all regular outdoor education staff members a sleeping bag and poncho, which shall be stored and kept for this purpose by the Board of Education. The Board shall also purchase or rent for the program the necessary tents, mess kits, and other utensils.

- E. Staff members responsible for the following activities shall receive compensation as follows:

Treasurer of student funds \$100.

Advisors to Student Council and Yearbook shall be provided extra time, in addition to normal preparation time.

- F. The Board shall provide up to five (5) full days per year of released time to the President of the Association to perform his functions, provided, however, that three days' notice shall be given where feasible.

ARTICLE 15

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedule and tentative notice of their class, building and subject assignments not later than May 1st.
- B. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed at the rate of ten cents a mile in going between schools. Such reimbursement shall be made once a month.
- C. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel.
- D. In the event that changes in salary schedules, class, subject assignments and/or building assignments are made after May 1st, the teacher affected shall be notified promptly in writing.
- E. Teachers shall be required to teach only in areas for which they hold a standard (permanent) teaching certificate issued by the New Jersey State Board of Examiners. A teacher may voluntarily agree to teach in another area for which certification is required.

ARTICLE 16

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. All vacancies shall be posted in all school buildings as they occur.
- B. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the schools to which he desires to be transferred in order of preference.

- C. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE 17

TEACHER EVALUATION AND FILES

- A. While the responsibility for teacher evaluation rests with the school administration, the following minimum criteria will be included in all evaluations:
1. A completed copy of each observation report will be given to each teacher observed after the conference on said observation.
 2. The teacher will be asked to initial all copies of said observation report as an acknowledgement of receipt.
 3. The teacher will have the right to add any information he deems pertinent to the aforementioned observation report.
 4. The completed observation report shall contain sections on teacher strengths and weaknesses as well as recommendations for improvement.
- B. Teachers shall have the right to review their files.
- C. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 18

TEACHER FACILITIES

- A. The Board recognizes the teacher's needs for certain materials, equipment, and facilities in support of teaching performance and agrees to exercise its best efforts in continuing to provide them.
- B. The Board shall provide gym uniforms for physical education teachers, smocks for art and home economic teachers, lab coats for laboratory science teachers, and shop coats for industrial arts teachers.

- C. Teachers may call a twenty-four (24) hour answering service to report unavailability for work.
- D. The Board shall provide in each school an appropriately furnished and air conditioned room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE 19

TEACHER ADMINISTRATION LIAISON

The Board recognizes that good communication between teachers and administration is necessary for the effective operation of the schools. To prevent development of problems and to help resolve problems that may have developed, a Teacher Administration Liaison committee shall be established. The Association shall select five teacher representatives on this Committee to meet with the Superintendent and his designees at least once a month.

ARTICLE 20

SICK LEAVE

- A. Teachers under contract at the beginning of the school year shall be entitled to ten (10) sick leave days during that year. Sick leave for teachers whose contracts commence after the start of the school year shall be pro-rated.
- B. Teachers shall be given a written accounting of accumulative sick leave days no later than September 30th of each school year.

ARTICLE 21

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay.

- A. Three days leave of absence for either personal, legal, business, household or family matters that require absence during school hours. Applications for such leave shall be made to the building principal on three days' notice except in the case of emergency.
- B. Three day leave of absence for the purpose of visiting other schools or attending meetings or conferences of an educational nature with prior approval of the Superintendent. Applications for such leave shall be made at least ten days in advance to the Superintendent.

- C. Up to five (5) days at any one time in the event of death, or serious illness of a teacher's spouse, child, parent, grandparent, brother, sister, or any other member of the immediate household.
- D. Leaves taken pursuant to above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE 22

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teachers Corps., or service as an exchange teacher or overseas teacher, and is a full time participant in either of such programs or accepts a Board-approved scholarship grant.
- B. A teacher on tenure shall be granted a leave of absence without pay for up to one year to teach in an accredited college or university.
- C. Military leave without pay shall be granted to any teacher who is drafted or who enlists in any branch of the armed forces of the United States. Leave shall extend for the original tour of duty period and three months thereafter, or three months after recovery of any wound or sickness at time of discharge.
- D.
 1. Women teachers shall notify the Superintendent in cases of pregnancy as soon as same has been medically confirmed. No teacher shall remain in active service past mid-pregnancy. A teacher on tenure shall be placed on maternity leave without pay no later than mid-pregnancy with leave to terminate on the opening day of school in September of the year following the date of the child's first birthday. In the event of stillbirth or death of the child, the teacher may return to her position when physically able to perform her duties. Upon the recommendation of the Superintendent and the approval of the Board, a teacher may leave at a later date than provided herewith. Up to mid-pregnancy and after the birth of her child, no teacher on maternity leave shall on the basis of said leave be denied the opportunity to substitute in the District in the area of her certification or competence.
 2. A teacher on tenure adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.
- E. A leave of absence without pay of up to one year after tenure shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

- F. Upon return from leave pursuant to Sections A or C of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections B, D, or E of this Article. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return.
- G. All extensions or renewals of leaves shall be applied for in writing. Such grants if made shall be in writing.
- H. Other leaves of absence without pay may be granted by the Board for good reason.

ARTICLE 23

SABBATICAL LEAVES

- A. A sabbatical leave may be granted to a teacher for study only upon recommendation of the Superintendent.
- B. Sabbatical leaves shall be granted, subject to the following conditions:
 1. That the area of study shall consist of a program during the sabbatical year of twenty-one or more credits or, if less than 21 credits, shall be a program subject to the determination of the superintendent which determination shall be in best interest of the school system.
 2. If there are sufficient qualified applicants, sabbatical leaves shall be granted to two (2) teachers at any one time.
 3. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be determined by the Superintendent, no later than December 15th and action must be taken on all such requests no later than the first public Board meeting in March of the school year prior to which the sabbatical leave is requested.
 4. The teacher has completed at least seven (7) full school years of service in the District.
 5. A teacher on sabbatical leave shall be paid by the Board at $\frac{2}{3}$ of the salary rate which he would have received if he had remained on active duty, based on the salary schedule.
 6. The period of sabbatical program shall be 10 months.

7. No full time employment shall be taken by a person on sabbatical leave. Part time employment must be approved by the Superintendent.

8. As a condition of eligibility for sabbaticals, the teacher shall promise to return to service in the District for at least one year following such leave.

9. No tuition stipends shall be granted during the sabbatical leave year which commences July 1st and the beginning of school the next year.

10. On returning to classroom service after sabbatical leave, the teacher shall obtain all salary and fringe benefits as would have been obtained had he been active in his regular position for the year.

ARTICLE 24

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which the administration requires a teacher to take.

ARTICLE 25

DEDUCTION FROM SALARY FOR PROFESSIONAL DUES

The Board agrees to make deductions from the salaries of its teachers and to transmit the same as may be prescribed in Chapter 310 and under the rules established by the State Department of Education.

ARTICLE 26

MISCELLANEOUS PROVISIONS

- A. The parties agree that there shall be no discrimination and that all practices, procedures and policies of both parties shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or administration of the agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full-force and effect.

- C. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration, shall be controlling.
- D. In the event that any provision of this agreement is breached, by either party, the aggrieved party while seeking relief, shall continue to comply with the provision of this Agreement.
- Should either party hereto waive, at any time, its rights as set forth in any provision of this agreement, such waiver shall not be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any other provision of this Agreement.
- E. Copies of this Agreement shall be provided to all teachers at the joint expense of the Board and the Association.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter or otherwise in writing at the following addresses:
1. If by the Association to the Board at the Upper School, Charlotte Place, Englewood Cliffs.
 2. If by the Board to the Association at the address of the Association President.

ARTICLE 27

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1972.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective president and attested by their respective secretaries

ENGLEWOOD CLIFFS EDUCATION ASSOCIATION

ENGLEWOOD CLIFFS BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

1971-72

ments:
#2- 5
6-10
11-13

SCHEDULE C

SCHOOL HOURS

	<u>School Starts</u>	<u>Dismissal</u>
A. M. Kindergarten	8:45	11:15
P. M. Kindergarten	12:40	3:10
Grades 1, 2, 3, 4	8:45	3:05
Grades 5, 6, 7, 8	8:15	2:45

SHORT SESSION SCHEDULE

A. M. Kindergarten	8:45	10:45
P. M. Kindergarten	10:45	12:45
Grades 1, 2, 3, 4	8:45	12:45
Grades 5, 6, 7, 8	8:15	12:30